

Public Policy and External Affairs



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March 31, 2010

2001-236-C

VIA HAND DELIVERY

The Honorable Jocelyn Boyd
Interim Chief Clerk and Administrator
The Public Service Commission
Of South Carolina
P.O. Drawer 11649
Columbia, SC 29211

RE: Amendment No. 1 to the Interconnection Agreement between Verizon South Inc.
f/k/a GTE South Inc. and Bellsouth Telecommunications, Inc. d/b/a AT&T South
Carolina

Dear Mrs. Boyd:

Enclosed is a hard copy of Amendment No. 1 with revised and restated amendments to the Interconnection Agreement between the above referenced companies, which is being filed with your office for information and/or approval. If you have any questions concerning this matter please do not hesitate to contact me at (803) 254-5736.

With kind regards, I am

Sincerely,



Afton Ellison

Enclosure

cc: James M. McDaniel, Program Manager of Telecommunications - ORS

AMENDMENT NO. 1
TO THE
1997 INTERCONNECTION AGREEMENT
BETWEEN
VERIZON SOUTH INC., F/K/A GTE SOUTH INCORPORATED
AND
BELLSOUTH TELECOMMUNICATIONS, INC., D/B/A AT&T SOUTH CAROLINA

This Amendment No. 1 (this "Amendment") is by and between Verizon South Inc., f/k/a GTE South Incorporated, a Virginia corporation with offices at 201 N. Franklin Street, One Tampa City Center, Tampa, FL 33602 ("Verizon"), and BellSouth Telecommunications, Inc., d/b/a AT&T South Carolina, a Georgia corporation with offices at 600 North 19th Street, 8th Floor, Birmingham, AL 35203 ("AT&T South Carolina"). (Verizon and AT&T South Carolina may be hereinafter referred to individually as a "Party" and collectively as the "Parties".) This Amendment only covers the services addressed herein that Verizon and AT&T South Carolina provide in their respective operating territories in the State of South Carolina (the "State").

WITNESSETH:

WHEREAS, Verizon and AT&T South Carolina are Parties to an interconnection agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), dated July 1, 1997 (the "Agreement"); and

WHEREAS, on April 18, 2001, in the Order on Remand and Report and Order, *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic*, FCC 01-131, CC Docket Nos. 96-98 and 99-68, 16 FCC Rcd 9151 (adopted April 18, 2001) and on November 5, 2008, in the Order on Remand and Report and Order and Further Notice of Proposed Rulemaking, *In the Matter of High-Cost Universal Service; Lifeline and Link Up; Universal Service Contribution Methodology; Number Resource Optimization; Implementation of the Local Competition Provisions in the Telecommunications Act of 1996; Developing a Unified Intercarrier Compensation Regime; Intercarrier Compensation for ISP-Bound Traffic; IP-Enabled Services*, FCC 08-262, CC Docket Nos. 96-45, 96-98, 99-200, 01-92, WC Docket Nos. 03-109, 04-36, 05-337, 06-22 (adopted Nov. 5, 2008) (hereinafter the "FCC Internet Orders"), the Federal Communications Commission affirmed its prior determination that Internet traffic is not subject to Reciprocal Compensation under Section 251(b)(5) of the Act, but exercised its authority under Section 201 of the Act to establish a transitional plan for intercarrier compensation for Internet traffic that is not V/FX Traffic; and

WHEREAS, in accordance with the FCC Internet Orders, Verizon and AT&T South Carolina have elected to offer an optional Reciprocal Compensation rate plan for traffic subject to Section 251(b)(5) of the Act, under which such traffic exchanged between Verizon's Customers in Verizon's service territory in the State and AT&T South Carolina's Customers in AT&T South Carolina's service territory in the State will be subject to compensation at the same rate applicable to intercarrier compensation for Measured Internet Traffic (which, for the avoidance of any doubt, is not V/FX Traffic) in the Parties' respective service territories in the State under the terms of the FCC Internet Orders; and

WHEREAS, the Parties agree to amend the Agreement to implement the foregoing optional Reciprocal Compensation rate plan, as well as to address the other matters as set forth below.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Agreement as follows:

1. Amendment to Agreement.

- 1.1 The Agreement is amended to incorporate the terms and conditions set forth in this Amendment (including, without limitation, Attachment 1 to Amendment No. 1; Pricing Attachment to Amendment No. 1; Appendix A to the Pricing Attachment to Amendment No. 1; and Schedule 1 to Amendment No. 1), all of which shall apply to and be a part of the Agreement notwithstanding any other term or condition of the Agreement, a Tariff or a Statement of Generally Available Terms and Conditions ("SGAT").
- 1.2 Attachment 1 and Exhibit 1 of the Agreement are deleted in their entirety.
- 1.3 The Agreement as so amended shall be referred to as the "Amended Agreement".

2. Miscellaneous Provisions.

- 2.1 Conflict Between this Amendment and the Agreement. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, this Amendment shall govern.
- 2.2 Capitalization. Capitalized terms used and not otherwise defined herein have the meanings set forth in the Agreement.
- 2.3 Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
- 2.4 Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or condition of this Amendment.
- 2.5 Amendment Effective Date. This Amendment shall be filed with and is subject to approval by the Public Service Commission of South Carolina and shall become effective ten (10) days following approval by such Commission (the "Amendment Effective Date").
- 2.6 Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in this Amendment and, except to the extent expressly set forth in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect after the Amendment Effective Date. For the avoidance of any doubt, nothing in this Amendment shall be deemed to amend or extend the Term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement. This Amendment shall be coterminous with the Agreement.

- 2.7 Joint Work Product. The Parties acknowledge that this Amendment is the joint work product of the Parties and that, accordingly, in the event of ambiguities in this Amendment, no inferences shall be drawn for or against either Party on the basis of authorship of this Amendment.
- 2.8 Amendments. No amendments or modifications shall be made to the Amended Agreement unless in writing and signed by appropriate representatives of the Parties.
- 2.9 Waivers. A failure or delay of either Party to enforce any of the provisions of the Amended Agreement, or any right or remedy available under the Amended Agreement, or at law or in equity, or to require performance of any of the provisions of the Amended Agreement, or to exercise any option that is provided under the Amended Agreement, shall in no way be construed to be a waiver of such provisions, rights, remedies or options.
- 2.10 Change in Law. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the Subsequent Law provision in Section 28 of the Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into the Amended Agreement or which may be the subject of further review.
- 2.11 Definitions. Notwithstanding any other provision in the Agreement, this Amendment or any Tariff or SGAT, the following terms, as used in this Amendment, shall have the meanings set forth below:
- 2.11.1 Act.
- The Communications Act of 1934 (47 U.S.C. §151 et seq.), as from time to time amended (including, but not limited to, by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996)).
- 2.11.2 Applicable Law.
- All effective laws, statutes, common law, government regulations, ordinances, codes, government rules and government orders, applicable to each Party's performance of its obligations under the Amended Agreement.
- 2.11.3 CCS (Common Channel Signaling).
- A network architecture that uses Signaling System 7 ("SS7") to transport supervision, alerting, addressing and control signals, and data messages between telecommunications nodes and networks during call set-up and tear-down, utilizing Signaling Transfer Points ("STP"), Service Switching Points ("SSP") and Signaling Control Points ("SCP"). CCS is an out-of-band network that is separate from the call transmission path of the public switched telephone network. Unless otherwise agreed by the Parties, the CCS protocol used by the Parties shall be SS7.

2.11.4 Central Office.

An End Office or Tandem. Sometimes this term is used to refer to a telephone company building in which switching systems and telephone equipment are installed.

2.11.5 CLEC (Competitive Local Exchange Carrier).

Any Local Exchange Carrier other than Verizon that is operating as a Local Exchange Carrier in the territory in which Verizon operates as an ILEC in the State of South Carolina, and any Local Exchange Carrier other than AT&T South Carolina that is operating as a Local Exchange Carrier in the territory in which AT&T South Carolina operates as an ILEC in the State of South Carolina.

2.11.6 CPN (Calling Party Number).

A CCS parameter that identifies the calling party's ten (10) digit telephone number.

2.11.7 Customer.

A third party residence or business end-user subscriber to Telephone Exchange Services provided by either of the Parties.

2.11.8 DS0 (Digital Signal Level 0).

The 64 Kbps zero-level signal in the time-division multiplex hierarchy.

2.11.9 DS1 (Digital Signal Level 1).

The 1.544 Mbps first-level signal in the time-division multiplex hierarchy.

2.11.10 DS3 (Digital Signal Level 3).

The 44.736 Mbps third-level signal in the time-division multiplex hierarchy.

2.11.11 EMI (Exchange Message Interface).

Exchange Message Interface ("EMI"), formerly Exchange Message Record ("EMR"), means the standard used for the exchange of telecommunications message information among Telecommunications Carriers for billable, non-billable, CABS, CRIS, sample, settlement and study data. Data is provided between companies via a unique record layout that contains customer billing information, account summary and tracking analysis. EMI format is contained in the Alliance for Telecommunications Industry Solutions ("ATIS") document, ATIS 0406000-xxxx (where xxxx refers to the issue of publication).

2.11.12 End Office.

A switching entity that is used for connecting lines to lines or lines to trunks for the purpose of originating/terminating calls. Sometimes this term is used to refer to a telephone company building in which switching systems and telephone equipment are installed.

2.11.13 Exchange Area Boundary (EAB) Arrangement.

An interconnection arrangement whereby the transmission facilities of Verizon and AT&T South Carolina meet at a mutually agreed-upon location at the franchise territory boundary where Verizon and AT&T South Carolina have separate but contiguous service territories. An EAB arrangement is subject to technical feasibility and the availability of facilities.

2.11.14 Exchange Access.

Shall have the meaning set forth in the Act.

2.11.15 Extended Area Service (EAS) Arrangement.

An arrangement that provides a Customer a local calling scope (Extended Area Service, "EAS") outside of the Customer's basic Telephone Exchange Service area. Extended Area Service Arrangements may be either optional or non-optional. An "Optional Extended Area Service Arrangement" is chosen by the Customer. "Optional Extended Area Service Arrangement Traffic" is not subject to Reciprocal Compensation. A "Non-optional Extended Area Service Arrangement" is not chosen by the Customer. "Non-optional Extended Area Service Arrangement Traffic" is any call that originates in one Party's Rate Center Area listed in Schedule 1 and terminates in the other Party's corresponding Rate Center Area listed in Schedule 1. Non-optional Extended Area Service Arrangement Traffic is subject to Reciprocal Compensation.

2.11.16 FCC.

The Federal Communications Commission.

2.11.17 FCC Internet Orders.

The following FCC orders: (a) Order on Remand and Report and Order, *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP Bound Traffic*, FCC 01-131, CC Docket Nos. 96-98 and 99-68, 10 FCC Rcd 9151 (adopted April 18, 2001) (hereinafter the "April 18, 2001 FCC Internet Order"); and (b) Order on Remand and Report and Order and Further Notice of Proposed Rulemaking, *In the Matter of High-Cost Universal Service; Lifeline and Link Up; Universal Service Contribution Methodology; Number Resource Optimization; Implementation of the Local Competition Provisions in the Telecommunications Act of 1996; Developing a Unified Intercarrier Compensation Regime; Intercarrier Compensation for ISP-Bound Traffic; IP-Enabled Services*, FCC 08-262, CC Docket Nos. 96-45, 96-98, 99-200, 01-92, WC Docket Nos. 03-109, 04-36, 05-337, 06-22 (adopted Nov. 5, 2008) (hereinafter the "November 5, 2008 FCC Internet Order").

2.11.18 FCC Regulations.

The unstayed, effective regulations promulgated by the FCC.

2.11.19 ILEC (Incumbent Local Exchange Carrier).

Shall have the meaning stated in the Act. Verizon and AT&T South Carolina are ILECs in their respective service areas in the State.

2.11.20 Information Access.

The provision of specialized exchange telecommunications services in connection with the origination, termination, transmission, switching, forwarding or routing of telecommunications traffic to or from the facilities of a provider of information services, including a provider of Internet access or Internet transmission services.

2.11.21 Internet Traffic.

Any traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission.

2.11.22 InterLATA Service.

Shall have the meaning set forth in the Act.

2.11.23 IntraLATA.

Telecommunications that originate and terminate within the same LATA.

2.11.24 LATA (Local Access and Transport Area).

Shall have the meaning set forth in the Act.

2.11.25 LEC (Local Exchange Carrier).

Shall have the meaning set forth in the Act.

2.11.26 LERG (Local Exchange Routing Guide).

A Telcordia Technologies reference containing NPA/NXX routing and homing information. The LERG contains information about the local routing data obtained from the Telcordia Business Integrated Rating and Routing Database System (BIRRDs). This information reflects the current network configuration and scheduled network changes for all entities originating or terminating Public Switched Telephone Network calls within the North American Numbering Plan.

2.11.27 Measured Internet Traffic.

Dial-up, switched Internet Traffic originated by a Customer of one Party on that Party's network at a point in that Party's Rate Center Area set forth in Schedule 1, and delivered to a Customer or an Internet Service Provider served by the other Party, on that other Party's network, at a point in the other Party's corresponding Rate Center Area set forth in Schedule 1. For the purposes of this definition, the Parties' corresponding Rate Center Areas set forth in Schedule 1 are non-optional Extended Area Service (EAS) Arrangements, and are not optional Extended Area Service (EAS) Arrangements. Calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis, are not considered Measured Internet Traffic. For the avoidance of any doubt, Virtual Foreign Exchange Traffic (i.e., V/FX Traffic) does not constitute Measured Internet Traffic.

2.11.28 MECAB (Multiple Exchange Carrier Access Billing).

A document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of ATIS. The MECAB document, published by ATIS as "ATIS/OBF-MECAB," as revised from time to time, contains the recommended guidelines for the billing of an Exchange Access Service provided by two or more LECs, or by one LEC in two or more states, within a single LATA.

2.11.29 MECOD (Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface).

A document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of ATIS. The MECOD document, published by ATIS as "ATIS/OBF-MECOD", as revised from time to time, establishes methods for processing orders for Exchange Access Service that is to be provided by two or more LECs.

2.11.30 NPA (Numbering Plan Area).

Also sometimes referred to as an area code, is the first three-digit indicator of each 10-digit telephone number within the North American Numbering Plan ("NANP"). There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs". A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a "Service Access Code" or "SAC Code" is typically associated with a specialized Telecommunications Service that may be provided across multiple geographic NPA areas. 500, 700, 800, 888 and 900 are examples of Non-Geographic NPAs.

2.11.31 NXX, NXX Code, Central Office Code or CO Code.

The three-digit switch entity indicator (i.e., the first three digits of a seven-digit telephone number).

2.11.32 Originating Switched Access Detail Usage Data.

A category 1101XX record as defined in the ATIS/OBF-EMI Practice BR-010-200-010.

2.11.33 Rate Center Area.

The geographic area that has been identified by a given LEC as being associated with a particular NPA-NXX code assigned to the LEC for its provision of Telephone Exchange Services. The Rate Center Area is the exclusive geographic area that the LEC has identified as the area within which it will provide Telephone Exchange Services bearing the particular NPA-NXX designation associated with the specific Rate Center Area. Each Rate Center Area has a uniquely defined Rate Center Point (V & H coordinate) within its boundaries from which mileage measurements can be determined in message rating processes.

2.11.34 Reciprocal Compensation.

The arrangement for recovering, in accordance with Section 251(b)(5) of the Act, and applicable FCC orders and FCC Regulations, costs incurred for the transport and termination of Reciprocal Compensation Traffic originating on one Party's network and terminating on the other Party's network.

2.11.35 Reciprocal Compensation Traffic.

Telecommunications traffic originated by a Customer of one Party on that Party's network and terminated to a Customer of the other Party on that other Party's network, except for Telecommunications traffic that is interstate or intrastate Exchange Access, Information Access, or Telephone Exchange Services for Exchange Access or Information Access. The determination of whether Telecommunications traffic is Exchange Access or Information Access shall be based upon the Parties' corresponding Rate Center Areas set forth in Schedule 1. Reciprocal Compensation Traffic does not include the following traffic (it being understood that certain traffic types will fall into more than one (1) of the categories below that do not constitute Reciprocal Compensation Traffic): (1) any Internet Traffic; (2) traffic that does not originate in one Party's Rate Center Area set forth in Schedule 1 and terminate within the other Party's corresponding Rate Center Area set forth in Schedule 1, and based on the actual originating and terminating points of the complete end-to-end communication; (3) Toll Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis; (4) Optional Extended Area Service (EAS) Arrangement Traffic; (5) special access, private line, Frame Relay, ATM, or any other traffic that is not switched by the terminating Party; (6) Tandem Transit Traffic; (7) Voice Information Service Traffic; or (8) Virtual Foreign Exchange Traffic.

2.11.36 Routing Point.

A specific geographic point identified by a specific V&H coordinate. The Routing Point is used to route inbound traffic to specified NPA-NXXs. The Routing Point must be located within the LATA in which the corresponding NPA-NXX is located. However, the Routing Point associated with each NPA-NXX need not be the same as the corresponding Rate Center Point, nor must it be located within the corresponding Rate Center Area, nor must there be a unique and separate Routing Point corresponding to each unique and separate Rate Center Area.

2.11.37 Service.

Any Interconnection arrangement, Telecommunications Service, or other service, facility or arrangement, offered by a Party under the Amended Agreement.

2.11.38 SS7 (Signaling System 7).

The common channel out-of-band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI). Verizon and AT&T South Carolina currently utilize this out-of-band signaling protocol.

2.11.39 Switched Exchange Access Service.

The offering of transmission and switching services for the purpose of the origination or termination of Toll Traffic. Switched Exchange Access Services include but may not be limited to: Feature Group A, Feature Group B, Feature Group D, 700 access, 800 access, 888 access and 900 access.

2.11.40 Tandem.

A switching entity that has billing and recording capabilities and is used to connect and switch trunk circuits between and among End Offices and between and among End Offices and carriers' aggregation points, points of termination, or points of presence, and to provide Switched Exchange Access Services. Sometimes this term is used to refer to a telephone company building in which switching systems and telephone equipment are installed.

2.11.41 Tariff.

2.11.41.1 Any applicable Federal or state tariff of a Party, as amended from time to time; or

2.11.41.2 Any standard agreement or other document, as amended from time to time, that sets forth the generally available terms, conditions and prices under which a Party offers a Service.

The term "Tariff" does not include any Statement of Generally Available Terms (SGAT) which has been approved or is pending approval by the Commission pursuant to Section 252(f) of the Act.

2.11.42 Telcordia Technologies.

Telcordia Technologies, Inc., formerly known as Bell Communications Research, Inc. (Bellcore).

2.11.43 Telecommunications Carrier.

Shall have the meaning set forth in the Act.

2.11.44 Telecommunications Services.

Shall have the meaning set forth in the Act.

2.11.45 Telephone Exchange Service.

Shall have the meaning set forth in the Act.

2.11.46 Terminating Switched Access Detail Usage Data.

A category 1101XX record as defined in the ATIS/OBF-EMI Practice BR-010-200-010.

2.11.47 Toll Traffic.

Traffic that is originated by a Customer of one Party on that Party's network and terminates to a Customer of the other Party on that other Party's network and is not Reciprocal Compensation Traffic, Measured Internet Traffic, or Ancillary Traffic. Toll Traffic may be either "IntraLATA Toll Traffic" or "InterLATA Toll Traffic", depending on whether the originating and terminating points are within the same LATA.

2.11.48 Traffic Factor 1.

For traffic exchanged via Interconnection Trunks, a percentage calculated by dividing the number of minutes of interstate traffic (excluding Measured Internet Traffic) by the total number of minutes of interstate and intrastate traffic.
$$\left(\frac{\text{Interstate Traffic Total Minutes of Use (excluding Measured Internet Traffic)}}{\text{Interstate Traffic Total Minutes of Use} + \text{Intrastate Traffic Total Minutes of Use}} \times 100 \right)$$
. Until the form of a Party's bills is updated to use the term "Traffic Factor 1," the term "Traffic Factor 1" may be referred to on the Party's bills and in billing related communications as "Percent Interstate Usage" or "PIU."

2.11.49 Traffic Factor 2.

For traffic exchanged via Interconnection Trunks, a percentage calculated by dividing the combined total number of minutes of Reciprocal Compensation Traffic and Measured Internet Traffic by the combined total number of minutes of intrastate traffic and Measured Internet Traffic.
$$\left(\frac{\text{Reciprocal Compensation Traffic Total Minutes of Use} + \text{Measured Internet Traffic Total Minutes of Use}}{\text{Intrastate Traffic Total Minutes of Use} + \text{Measured Internet Traffic Total Minutes of Use}} \times 100 \right)$$
. Until the form of a Party's bills is updated to use the term "Traffic Factor 2," the term "Traffic Factor 2" may be referred to on the Party's bills and in billing related communications as "Percent Local Usage" or "PLU."

2.11.50 Traffic Factor 3.

For traffic exchanged via Tandem Interconnection Trunks, a percentage calculated by dividing the total number of minutes of Tandem Transit Traffic by the combined total number of minutes of traffic that originates on the network of one Party, and is transported through the Tandem of the other Party to the subtending or interconnected End Office or its equivalent of a facilities-based CLEC or a CMRS carrier participating in the Meet-Point Billing process.

2.11.51 Virtual Foreign Exchange Traffic

Calls in which a Party's Customer is assigned a telephone number with an NPA-NXX Code (as set forth in the LERG) associated with a Rate Center Area that is different than the Rate Center Area (as set forth in the LERG) associated with the actual physical location of such Customer's station.

2.11.52 Voice Information Service Traffic

IntraLATA switched voice traffic delivered to a Voice Information Service, which is a service that provides (1) recorded voice announcement information or (2) a vocal discussion program open to the public. Voice Information Service Traffic does not include 555 traffic or similar traffic with AIN service interfaces, which

traffic shall be subject to separate arrangements between the Parties. Voice Information Services Traffic does not include any form of Internet Traffic.

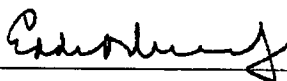
2.11.53 Wire Center.

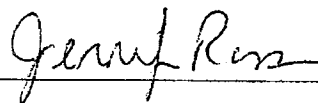
A building or portion thereof which serves as the premises for one or more End Offices, Tandems and related facilities.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed on the dates listed below.

**BELLSOUTH TELECOMMUNICATIONS, INC.
D/B/A AT&T SOUTH CAROLINA by AT&T
Operations, Inc., its Authorized Agent.**

VERIZON SOUTH INC.

By: 

By: 

Printed: EDDIE A REED JR

Printed: Jennifer Ross

Title: DIRECTOR - INTERCONNECTION
AGREEMENTS

Title: Director - Interconnection

Date: 3-22-10

Date: 3-26-2010

ATTACHMENT 1 TO AMENDMENT NO. 1

1. General

Each Party shall provide to the other Party, in accordance with this Amendment, but only to the extent required by Applicable Law, interconnection at a mutually agreed upon location at the franchise territory boundary employed by Verizon and AT&T South Carolina pursuant to an Exchange Area Boundary arrangement ("EAB Location") to which the Parties mutually agree under the terms of this Amendment, for the transmission and routing of Telephone Exchange Service and Exchange Access.

2. ILEC to ILEC Interconnection Arrangements

2.1 EAB Location(s).

- 2.1.1 Each Party, at its own expense, shall provide transport facilities to the EAB Location(s). If the Parties desire alternative interconnection arrangements, such alternative arrangements shall be subject to written mutual agreement by the Parties.

2.2 Trunk Types.

- 2.2.1 The Parties agree to continue using their existing interconnection facilities and trunk groups for interconnecting their networks pursuant to this Attachment. Where the Parties mutually agree, in interconnecting their networks pursuant to this Attachment, the Parties will use, as appropriate, the following separate and distinct trunk groups:
 - 2.2.1.1 Interconnection Trunks for the transmission and routing of Reciprocal Compensation Traffic, translated LEC IntraLATA toll free service access code (e.g., 800/888/877) traffic, and IntraLATA Toll Traffic, between their respective Telephone Exchange Service Customers, Tandem Transit Traffic, and, Measured Internet Traffic, all in accordance with Sections 3 through 6 of this Attachment;
 - 2.2.1.2 Access Toll Connecting Trunks for the transmission and routing of Exchange Access traffic, including translated InterLATA toll free service access code (e.g., 800/888/877) traffic, between a Party's Telephone Exchange Service Customers and purchasers of Switched Exchange Access Service via the other Party's access Tandem in accordance with Sections 7 through 9 of this Attachment; and
 - 2.2.1.3 Miscellaneous Trunk Groups as mutually agreed to by the Parties, including, but not limited to: (a) choke trunks for traffic congestion and testing; and, (b) untranslated IntraLATA/InterLATA toll free service access code (e.g., 800/888/877) traffic.
- 2.2.2 Other types of trunk groups may be used by the Parties as provided in other separate agreements between the Parties (e.g., directory assistance trunks, operator services trunks, BLV/BLVI trunks or trunks for 500/555 traffic).

- 2.2.3 In accordance with the terms of the Amended Agreement, the Parties will deploy One-Way Interconnection Trunks (trunks with traffic going in one direction) and/or Two-Way Interconnection Trunks (trunks with traffic going in both directions).
 - 2.2.4 Except as otherwise agreed, the originating Party shall establish, at the EAB Location(s), separate Interconnection Trunk group(s) between such EAB Location and each Tandem in a LATA with a subtending End Office(s) to which the originating Party originates calls for the terminating Party to terminate.
 - 2.2.5 In the event the volume of traffic between an End Office and an EAB Location, which is carried by a Final Tandem Interconnection Trunk group, exceeds (a) the Centum Call Seconds (Hundred Call Seconds) busy hour equivalent of one (1) DS1 at any time; (b) 200,000 minutes of use for a single month; and/or (c) 600 busy hour Centum Call Seconds (BHCCS) of use for a single month: (i) if One-Way Interconnection Trunks are used, the originating Party shall promptly submit a mutually agreeable order document to the terminating Party to establish new or augment existing End Office One-Way Interconnection Trunk groups between the End Office and the EAB Location; or (ii) if Two-Way Interconnection Trunks are used, the Parties shall promptly establish new or augment existing End Office Two-Way Interconnection Trunk group(s) between that End Office and the EAB Location.
 - 2.2.6 Except as otherwise agreed in writing by the Parties, the total number of Tandem Interconnection Trunks between an EAB Location and a Party's Tandem will be limited to a maximum of 240 trunks. In the event that the volume of traffic between an EAB Location and a Party's Tandem exceeds, or reasonably can be expected to exceed, the capacity of the 240 trunks, upon the request of either Party, the Parties shall promptly establish new or additional End Office Trunks to insure that the volume of traffic between the EAB Location and the Tandem does not exceed the capacity of the 240 trunks or other agreed maximum trunk quantity.
 - 2.2.7 Interconnection Trunk groups shall not be subject to any performance measurements and remedies under the Amended Agreement, and, except as otherwise required by Applicable Law, under any FCC or Commission approved carrier-to-carrier performance assurance guidelines or plan.
- 2.3 One-Way Interconnection Trunks.
- 2.3.1 Where the Parties use One-Way Interconnection Trunks, each Party, at its own expense, shall provide its own facilities or lease facilities from a third party for delivery of the traffic to the EAB Location(s).
 - 2.3.2 For each Tandem or End Office One-Way Interconnection Trunk group with a utilization level of less than seventy five percent (75%) for final trunk groups and ninety percent (90%) for high usage trunk groups, unless the Parties agree otherwise, the Parties will promptly disconnect a sufficient number of Interconnection Trunks to attain a utilization level of approximately seventy five percent (75%) for all final trunk groups and ninety percent (90%) for all high usage trunk groups.

2.4 Two-Way Interconnection Trunks.

- 2.4.1 Where the Parties use Two-Way Interconnection Trunks for the exchange of traffic between Verizon and AT&T South Carolina, AT&T South Carolina, at its own expense, shall provide its own facilities or lease facilities from a third party for delivery of the traffic to the EAB Location(s).
- 2.4.2 Where the Parties use Two-Way Interconnection Trunks for the exchange of traffic between Verizon and AT&T South Carolina, Verizon, at its own expense, shall provide its own facilities or lease facilities from a third party for delivery of the traffic to the EAB Location(s).
- 2.4.3 AT&T South Carolina shall meet with Verizon to conduct a joint planning meeting ("Joint Planning Meeting"). At that Joint Planning Meeting, each Party shall provide to the other Party originating Centum Call Seconds (Hundred Call Seconds) information, and the Parties shall mutually agree on the appropriate number of End Office and Tandem Two-Way Interconnection Trunks and the interface specifications at the EAB Location(s) at which the Parties interconnect for the exchange of traffic. Where the Parties have agreed to convert existing One-Way Interconnection Trunks to Two-Way Interconnection Trunks, at the Joint Planning Meeting, the Parties shall also mutually agree on the conversion process and project intervals for conversion of such One-Way Interconnection Trunks to Two-Way Interconnection Trunks.
- 2.4.4 Since the Parties have a longstanding traffic history, on an as needed basis but no less frequently than semi-annually, the Parties shall meet and provide to each other a good faith trunk forecast of the number of End Office and Tandem Two-Way Interconnection Trunks that will be needed during the ensuing two (2) year period for the exchange of traffic between AT&T South Carolina and Verizon.
- 2.4.5 The Parties shall meet (telephonically or in person) from time to time, as needed, to review data on End Office and Tandem Two-Way Interconnection Trunks to determine the need for new trunk groups and to plan any necessary changes in the number of Two-Way Interconnection Trunks.
- 2.4.6 Two-Way Interconnection Trunks shall have SS7 Common Channel Signaling, where available. The Parties agree to utilize B8ZS and Extended Super Frame (ESF) DS1 facilities, where available.
- 2.4.7 Either Party may disconnect End Office Two-Way Interconnection Trunks that, based on reasonable engineering criteria and capacity constraints, are not warranted by the actual traffic volume experienced.
- 2.4.8 Tandem Two-Way Interconnection Trunk groups and Access Toll Connecting groups shall be engineered using a design blocking objective of Neal-Wilkinson B.005 during the average time consistent busy season busy hour twenty-day period. Verizon and AT&T South Carolina shall engineer Two-Way Interconnection Trunks using Telcordia Notes on the Networks SR-2275 (formerly known as BOC Notes on the LEC Networks SR-TSV-002275).
- 2.4.9 The performance standard for final Two-Way Interconnection Trunk groups shall be that no such Interconnection Trunk group will exceed the

B.005 design blocking objective for three (3) consecutive calendar traffic study months.

- 2.4.10 The Parties shall determine and establish, via mutually agreed order documents, the number of final and high usage Two-Way Interconnection Trunks that are required to meet the applicable design blocking objective for all traffic carried on each Two-Way Interconnection Trunk group.
- 2.4.11 Both Parties shall monitor the final and high usage Two-Way Interconnection Trunk groups using service results for the applicable design blocking objective. If either Party observes blocking in excess of the applicable design blocking objective, the Parties will promptly take action to expedite resolution of the blocking situation.
- 2.4.12 The Parties will review all Tandem Two-Way Interconnection Trunk groups that reach a utilization level of seventy percent (70%), or greater, to determine whether those groups should be augmented. The Parties will promptly augment all Tandem Two-Way Interconnection Trunk groups that reach a utilization level of eighty percent (80%) by establishing additional trunks sufficient to attain a utilization level of approximately seventy percent (70%), unless the Parties agree that additional trunking is not required. For each Tandem Two-Way Interconnection Trunk group with a utilization level of less than sixty percent (60%), unless the Parties agree otherwise, the Parties will promptly disconnect a sufficient number of Interconnection Trunks to attain a utilization level of approximately seventy percent (70%) for each respective group.
- 2.4.13 Each Party will route its traffic to the other Party over the End Office and Tandem Two-Way Interconnection Trunks in accordance with SR-TAP-000191.

3. Transmission and Routing of Telephone Exchange Service Traffic

3.1 Scope of Traffic.

Section 3 prescribes parameters for Interconnection Trunks used for Interconnection pursuant to Section 2 of this Attachment.

3.2 Trunk Group Connections.

- 3.2.1 For both One-Way and Two-Way Interconnection Trunks, if either Party wishes to use a technically feasible interface other than a DS1 facility at the EAB Location(s), the Parties shall negotiate reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such arrangement; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Amended Agreement's dispute resolution procedures.
- 3.2.2 Upon request, each Party will identify its Carrier Identification Code, a three or four digit numeric code obtained from North American Numbering Plan Administrator ("NANPA"), to the other Party.
- 3.2.3 When SS7 signaling is not used, unless mutually agreed to by both Parties, each Party will out pulse ten (10) digits to the other Party.

3.2.4 Each Party will use commercially reasonable efforts to monitor trunk groups in its own network and to augment those groups using generally accepted trunk-engineering standards so as to not exceed blocking objectives. Each Party agrees to use modular trunk-engineering techniques for trunks subject to this Attachment.

3.3 Switching System Hierarchy and Trunking Requirements.

For purposes of routing traffic from AT&T South Carolina to Verizon, the subtending arrangements between Verizon Tandems and Verizon End Offices shall be the same as the Tandem/End Office subtending arrangements Verizon maintains for the routing of its own or other carriers' traffic (i.e., traffic will be routed to the appropriate Verizon Tandem subtended by the terminating End Office serving the Verizon Customer). For purposes of routing traffic from Verizon to AT&T South Carolina, the subtending arrangements between AT&T South Carolina Tandems and AT&T South Carolina End Offices shall be the same as the Tandem/End Office subtending arrangements that AT&T South Carolina maintains for the routing of its own or other carriers' traffic (i.e., traffic will be routed to the appropriate AT&T South Carolina Tandem subtended by the terminating End Office serving the AT&T South Carolina Customer).

3.4 [Intentionally Left Blank]

3.5 Grades of Service.

The Parties shall engineer and shall monitor and augment all trunk groups consistent with the Joint Process as set forth in Section 12.1 of this Attachment.

4. Traffic Measurement and Billing over Interconnection Trunks

4.1 For billing purposes, each Party shall pass Calling Party Number (CPN) information (as defined in 47 C.F.R. § 64.1600(c)) on at least ninety percent (90%) of calls originated on a Party's network and carried over the Interconnection Trunks. CPN information shall, at a minimum, include information in an industry recognized standard format, consistent with the requirements of the NANP. Each Party shall also deliver to the other Party any CPN information it receives on traffic from a third party carrier. Neither Party shall strip, alter, modify, add, delete or change any CPN information. If a Party provides notice to the other Party that it reasonably believes CPN information has been stripped, altered, modified, added, deleted, changed or otherwise not received, the Parties shall work cooperatively to investigate the matter and take corrective action.

4.1.1 As used in this Section 4, "Traffic Rate" means the applicable Reciprocal Compensation Traffic rate, Measured Internet Traffic rate, intrastate Switched Exchange Access Service rate, interstate Switched Exchange Access Service rate, or intrastate/interstate Tandem Transit Traffic rate, as provided in the Pricing Attachment, an applicable Tariff, or, for Measured Internet Traffic, the FCC Internet Order.

4.1.2 If the originating Party passes CPN on ninety percent (90%) or more of calls originated on the originating Party's network, the receiving Party shall bill the originating Party the Traffic Rate applicable to each relevant minute of traffic for which CPN is passed. For any remaining (up to 10%) calls without CPN information, the receiving Party shall bill the originating Party for such traffic at the Traffic Rate applicable to each relevant

minute of traffic, in direct proportion to the minutes of use of calls passed with CPN information.

- 4.1.3 If the originating Party passes CPN on less than ninety percent (90%) of calls originating on the originating Party's network and the originating Party chooses to combine Reciprocal Compensation Traffic and Toll Traffic on the same trunk group, the receiving Party shall bill the higher of its interstate Switched Exchange Access Service rates or its intrastate Switched Exchange Access Services rates for all traffic that is passed without CPN, unless the Parties agree that other rates should apply to such traffic.
- 4.2 At such time as a receiving Party has the capability, on an automated basis, to use such CPN to classify traffic delivered over Interconnection Trunks by the other Party by Traffic Rate type (e.g., Reciprocal Compensation Traffic, Measured Internet Traffic, intrastate Switched Exchange Access Service, interstate Switched Exchange Access Service, or intrastate/interstate Tandem Transit Traffic), such receiving Party shall bill the originating Party the Traffic Rate applicable to each relevant minute of traffic for which CPN is passed. If the receiving Party lacks the capability, on an automated basis, to use CPN information on an automated basis to classify traffic delivered by the other Party by Traffic Rate type, the originating Party will supply Traffic Factor 1 and Traffic Factor 2. The Traffic Factors shall be supplied in writing by the originating Party within thirty (30) days after the Amendment Effective Date and shall be updated in writing by the originating Party quarterly. Measurement of billing minutes for purposes of determining terminating compensation shall be in conversation seconds (the time in seconds that the Parties equipment is used for a completed call, measured from the receipt of answer supervision to the receipt of disconnect supervision). Measurement of billing minutes for originating toll free service access code (e.g., 800/888/877) calls shall be in accordance with applicable Tariffs. Determination as to whether traffic is Reciprocal Compensation Traffic or Measured Internet Traffic shall be made in accordance with Paragraphs 8 and 79, and other applicable provisions, of the April 21, 2001 FCC Internet Order (including, but not limited to, in accordance with the rebuttable presumption established by the April 21, 2001 FCC Internet Order that traffic delivered to a carrier that exceeds a 3:1 ratio of terminating to originating traffic is Internet Traffic, and in accordance with the process established by the April 21, 2001 FCC Internet Order for rebutting such presumption before the Commission).
- 4.3 Either Party may request a review or audit of the traffic or billing over Interconnection Trunks up to a maximum of two (2) audits per calendar year. All costs associated with each review and audit shall be borne by the requesting Party. Such review or audit shall be conducted subject to Part A, Section 3 of the General Terms and Conditions of the Amended Agreement and during regular business hours. A Party may conduct additional audits, at its expense, upon the other Party's consent, which consent shall not be unreasonably withheld.
- 4.4 Nothing in the Amended Agreement shall be construed to limit either Party's ability to designate the areas within which that Party's Customers may make calls which that Party rates as "local" in its Customer Tariffs.
- 4.5 The Parties may agree in writing to use other methods to measure and classify traffic for billing purposes.

5. Reciprocal Compensation Arrangements Pursuant to Section 251(b)(5) of the Act

5.1 Reciprocal Compensation.

5.1.1 The Parties shall exchange Reciprocal Compensation Traffic at the EAB Location(s). The Party originating Reciprocal Compensation Traffic shall compensate the terminating Party for the transport and termination of such traffic to its Customer at the equal and symmetrical rates stated in Appendix A to the Pricing Attachment. These rates are to be applied at the EAB Location(s) at which the Parties interconnect, whether such traffic is delivered by Verizon for termination by AT&T South Carolina, or delivered by AT&T South Carolina for termination by Verizon. No additional charges shall be assessed by the terminating Party for the transport and termination of such traffic from the EAB Location(s) to its Customer. When Toll Traffic is delivered over the same Interconnection Trunks as Reciprocal Compensation Traffic, any applicable access charges related to the delivery of Toll Traffic from the EAB Location(s) to the terminating Party's Customer shall be prorated so as to apply only to the Toll Traffic. The designation of traffic as Reciprocal Compensation Traffic for purposes of Reciprocal Compensation shall be based on the actual originating and terminating locations of the complete end-to-end communication.

5.1.2 In order for the terms set forth in this Section 5.1.2 to take effect, the following conditions precedent must be satisfied as of the Amendment Effective Date (or, in the case of another carrier adopting any of the Interconnection Agreements, as of the effective date of any such adoption): (i) the Parties shall be in compliance with the terms of Sections 1, 2 and 3 of this Attachment regarding interconnection architecture; and (ii) there shall be no outstanding billing disputes between the Parties with respect to services provided under the Amended Agreement or a South Carolina state Tariff.

Upon request of either Party, the Parties shall conduct semi-annual studies to determine whether the amount of Reciprocal Compensation Traffic and Measured Internet Traffic that each Party terminates is between forty-five (45%) and fifty-five (55%) percent of the total Reciprocal Compensation Traffic and Measured Internet Traffic that both Parties terminate. If the amount of Reciprocal Compensation Traffic and Measured Internet Traffic that each Party terminates is between forty-five (45%) and fifty-five (55%) percent of the total Reciprocal Compensation Traffic and Measured Internet Traffic that both Parties terminate, neither Party shall compensate the other Party for the transport and termination of such traffic.

5.2 Traffic Not Subject to Reciprocal Compensation.

5.2.1 Reciprocal Compensation shall not apply to interstate or intrastate Exchange Access (including, without limitation, Information Access, or Telephone Exchange Services for Exchange Access or Information Access).

5.2.2 Reciprocal Compensation shall not apply to Internet Traffic except for Measured Internet Traffic.

- 5.2.3 Reciprocal Compensation shall not apply to Toll Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXX) basis.
- 5.2.4 Reciprocal Compensation shall not apply to Optional Extended Area Service (EAS) Arrangement Traffic.
- 5.2.5 Reciprocal Compensation shall not apply to special access, private line, or any other traffic that is not switched by the terminating Party.
- 5.2.6 Reciprocal Compensation shall not apply to Tandem Transit Traffic.
- 5.2.7 Reciprocal Compensation shall not apply to Voice Information Service Traffic.
- 5.2.8 Reciprocal Compensation shall not apply to traffic that is not subject to Reciprocal Compensation under Section 251(b)(5) of the Act.
- 5.2.9 Reciprocal Compensation shall not apply to Virtual Foreign Exchange Traffic (i.e., V/FX Traffic).
- 5.3 The Reciprocal Compensation rates (including, but not limited to, the Reciprocal Compensation per minute of use charges) billed by either Party shall not exceed the Reciprocal Compensation rates (including, but not limited to, Reciprocal Compensation per minute of use charges) billed by the other Party.

6. Other Types of Traffic

- 6.1 Notwithstanding any other provision of the Amended Agreement or any Tariff, the Parties' rights and obligations with respect to any intercarrier compensation that may be due in connection with their exchange of Measured Internet Traffic shall be governed by the terms of the FCC Internet Orders and other applicable FCC orders and FCC Regulations. In accordance with the FCC Internet Orders, Verizon and AT&T South Carolina have elected to offer an optional Reciprocal Compensation rate plan for traffic subject to Section 251(b)(5) of the Act, under which such traffic exchanged between Verizon's Customers in Verizon's service territory in the State and AT&T South Carolina's Customers in AT&T South Carolina's service territory in the State will be subject to compensation at the same rate applicable to intercarrier compensation for Measured Internet Traffic (which, for the avoidance of any doubt, is not V/FX Traffic) in the Parties' respective service territories in the State under the terms of the FCC Internet Orders.
- 6.2 Subject to Section 6.1 of this Attachment, interstate and intrastate Exchange Access, Information Access, Telephone Exchange Services for Exchange Access or Information Access, optional Extended Area Service Traffic and Toll Traffic, shall be governed by the applicable provisions of the Amended Agreement, applicable Tariffs and any other agreements between the Parties.
- 6.3 Except as otherwise agreed in writing, any traffic not specifically addressed in the Amended Agreement shall be treated as required by the applicable Tariff of the Party transporting and/or terminating the traffic.
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- 6.5 [Intentionally Left Blank]

- 6.6 The Parties may also exchange Measured Internet Traffic at the EAB Location(s) established hereunder for the exchange of Reciprocal Compensation Traffic. Any intercarrier compensation that may be due in connection with the Parties' exchange of Measured Internet Traffic shall be applied at such EAB Location in accordance with the FCC Internet Orders.

7. Transmission and Routing of Switched Exchange Access Services Traffic

7.1 Scope of Traffic.

Section 7 prescribes parameters for certain trunks to be established over the Interconnections specified in Sections 2 through 3 of this Attachment for the transmission and routing of traffic between a Party's Telephone Exchange Service Customers and Interexchange Carriers ("Access Toll Connecting Trunks"), in any case where such Party elects to have its End Office subtend the other Party's Tandem. This includes casually-dialed (1010XXX and 101XXXX) traffic.

7.2 Access Toll Connecting Trunk Group Architecture.

- 7.2.1 Except as otherwise agreed by the Parties, a Party that subtends the other Party's access Tandem shall establish Access Toll Connecting Trunks pursuant to applicable access Tariffs by which it will provide Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic to and from the subtending Party's Customers.
- 7.2.2 The Access Toll Connecting Trunks shall be two-way trunks. Such trunks shall connect the End Office the subtending Party utilizes to provide Telephone Exchange Services and Switched Exchange Access Services to its Customers in a given LATA to the access Tandem(s) the other Party utilizes to provide Exchange Access in such LATA.
- 7.2.3 Access Toll Connecting Trunks shall be used solely for the transmission and routing of Switched Exchange Access Services to allow the subtending Party's Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier that is connected to the other Party's access Tandem.

8. Meet-Point Billing Arrangements for Switched Exchange Access Services Traffic

- 8.1 AT&T South Carolina and Verizon will establish Meet-Point Billing (MPB) arrangements in order to jointly provide a common transport option to Switched Exchange Access Services customers via either Party's access Tandem in accordance with the MPB guidelines contained in the OBF's MECAB and MECOD documents, except as modified herein, and in AT&T South Carolina's and Verizon's applicable Tariffs. The arrangements described in this Section 8 are intended to be used to jointly provide Switched Exchange Access Services where the transport component of the Switched Exchange Access Services is routed through an access Tandem that is provided by Verizon or AT&T South Carolina.
- 8.2 In each LATA, the Parties shall establish MPB arrangements for the applicable AT&T South Carolina Wire Center/Verizon Wire Center combinations.
- 8.3 Interconnection for the MPB arrangement shall occur at each Exchange Area Boundary (EAB) Location, unless otherwise agreed to by the Parties.

- 8.4 AT&T South Carolina and Verizon will use reasonable efforts, individually and collectively, to maintain provisions in their respective state access Tariffs, and/or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor Tariff sufficient to reflect the MPB arrangements established pursuant to the Amended Agreement.
- 8.5 Each Party shall bill the Switched Exchange Access Services customer for the portion of the MPB arrangement provided by that Party.
- 8.6 The rates to be billed by each Party for the portion of the MPB arrangement provided by it shall be as set forth in that Party's applicable Tariffs, or other document that contains the terms under which that Party's Switched Exchange Access Services are offered. For each AT&T South Carolina Wire Center/Verizon Wire Center combination, the MPB billing percentages for transport shall be calculated in accordance with the formula set forth in Section 8.16 of this Attachment and filed in the National Exchange Carrier Association ("NECA") Tariff No. 4.
- 8.7 Each Party shall provide the other Party with the billing name, billing address, and Carrier Identification Code (CIC) of the Switched Exchange Access Services customer, and identification of the Wire Center serving the Switched Exchange Access Services customer in order to comply with the MPB notification process as outlined in the MECAB document.
- 8.8 Except as otherwise required or revised in the MECAB/MECOD documents, when Verizon is the Tandem provider and AT&T South Carolina is the End Office company subtending that Tandem, reciprocal arrangements are:
- 8.8.1 Verizon shall provide AT&T South Carolina with the Terminating Switched Access Detail Usage Data (EMI category 1101XX records) recorded at the Verizon access Tandem, no later than ten (10) Business Days after the date the usage occurred.
- 8.8.2 AT&T South Carolina shall provide Verizon with the Originating Switched Access Detail Usage Data (EMI category 1101XX records) recorded at the AT&T South Carolina End Office, no later than ten (10) Business Days after the date the usage occurred.
- 8.9 Except as otherwise required or revised by the MECAB/MECOD documents, when AT&T South Carolina is the Tandem provider and Verizon is the End Office company subtending that Tandem, reciprocal arrangements are:
- 8.9.1 AT&T South Carolina shall provide Verizon with the Terminating Switched Access Detail Usage Data (EMI category 1101XX records) recorded at the AT&T South Carolina tandem, no later than ten (10) Business Days after the date the usage occurred.
- 8.9.2 Verizon shall provide AT&T South Carolina with the Originating Switched Access Detail Usage Data (EMI category 1101XX) recorded at the Verizon End Office, no later than ten (10) Business Days after the date the usage occurred.
- 8.10 Except as otherwise required or revised by the MECAB/MECOD documents, when AT&T South Carolina or Verizon provides strictly a transport function, reciprocal arrangements are:

- 8.10.1 When either AT&T South Carolina or Verizon provides a Tandem function and the other Party performs solely a transiting function for traffic destined to an End Office of a third party, the Tandem Party will supply the Transiting Party with Terminating Switched Access Detail Usage Data (EMI category 1101XX records) recorded at the Tandem, no later than ten (10) Business Days after the date the usage occurred.
- 8.10.2 When either AT&T South Carolina or Verizon provides an End Office function and the other Party performs solely a transiting function for traffic destined to an access Tandem of a third party, the End Office Party will supply the Transiting Party with Originating Switched Access Detail Usage Data (EMI category 1101XX records) recorded at the End Office, no later than ten (10) Business Days after the date the usage occurred.
- 8.11 All MPB usage data shall be transmitted or exchanged in a mutually acceptable electronic file transfer protocol. Where such usage data cannot be transferred due to a transmission failure, such MPB usage data shall be provided via a mutually acceptable medium. Each Party shall provide MPB usage data to the other Party at no charge.
- 8.12 Each Party agrees to provide the other Party with notification of any errors or omissions it discovers in MPB data within sixty (60) calendar days of the date the original data was received or should have been received. The other Party shall attempt to correct the error or omission and resubmit the data within ten (10) Business Days of the notification. In the event the errors or omissions cannot be corrected within such ten (10) Business-Day period, the erroneous or omitted data will be considered lost. In the event of a loss of data, whether due to uncorrectable errors or otherwise, the Party responsible for recording the data shall reconstruct the lost data and, if such reconstruction is not possible, the other Party shall accept a reasonable estimate of the volume of lost data based upon prior usage data.
- 8.13 Either Party may request a review or audit of the various components of access recording up to a maximum of two (2) audits per calendar year. All costs associated with each review and audit shall be borne by the requesting Party. Such review or audit shall be conducted subject to Part A, Section 3 of the General Terms and Conditions of the Amended Agreement and during regular business hours. A Party may conduct additional audits, at its expense, upon the other Party's consent, which consent shall not be unreasonably withheld.
- 8.14 Except as expressly set forth in the Amended Agreement, nothing contained in this Section 8 shall create any liability for damages, losses, claims, costs, injuries, expenses or other liabilities whatsoever on the part of either Party.
- 8.15 MPB will apply for all traffic bearing the 500, 900, toll free service access code (e.g. 800/888/877) (to the extent provided by a Switched Exchange Access Services customer) or any other non-geographic NPA which may be designated for such traffic in the future.
- 8.16 Except as otherwise mutually agreed by the Parties, the MPB billing percentages for each AT&T South Carolina Wire Center/Verizon Wire Center combination shall be calculated according to the following formula:

$$a / (a + b) = \text{AT\&T South Carolina's Billing Percentage}$$

and

$$b / (a + b) = \text{Verizon's Billing Percentage}$$

where:

a = the airline mileage between the AT&T South Carolina Wire Center and the EAB Location for the MPB arrangement; and

b = the airline mileage between the Verizon Wire Center and the EAB Location for the MPB arrangement.

8.17 Alternatively Billed Services Calls

8.17.1 Alternatively Billed Service ("ABS") is a service that allows end-users to bill calls to accounts that may not be associated with the originating line. There are three types of calls: calling card, collect and third number billed calls.

8.17.2 The Parties acknowledge that intrastate/intraLATA calls will be placed using local and toll services that will be billed to the Customer of the other Party for such service. In order to ensure that these calls are properly accounted for and billed to the appropriate Customer, the Parties agree to settle these calls whereby the Party that bills its Customer for the call will remit the revenues (less a message billing charge) to the Party who originated the call.

8.17.3 The Parties agree that the existing ILEC processes, such as CMDS, CATS and NSP, shall be used to settle such calls which may include settlement with other ILECs.

9. **Toll Free Service Access Code (e.g., 800/888/877) Traffic**

The delivery and exchange of toll free service access code (e.g., 800/877/888)("8YY") calls shall be governed by each Party's applicable Tariffs. The Parties shall exchange usage data for 8YY traffic in accordance with MECAB/MECOD documents. Neither Party shall deliver unqueried 8YY calls to the other Party.

10. **Transit Traffic**

10.1 Definitions.

10.1.1 Tandem Transit Traffic is Local Traffic (as defined below) that originates on the network of one Party (the "Originating Party"), and is transported through the Tandem of the other Party (the "Transiting Party") to the subtending or interconnected End Office or its equivalent of another LEC or a CMRS carrier (such other LEC or CMRS carrier hereinafter an "Other Terminating Carrier"). Neither the originating nor the terminating customer is a Customer of the Transiting Party. Switched Exchange Access Service traffic is not Tandem Transit Traffic.

10.1.2 Tandem Transit Traffic Service provides the Originating Party with the switching and transport of Tandem Transit Traffic to an Other Terminating Carrier.

- 10.1.3 Third Party Transit Traffic is Local Traffic (as defined below) that originates on the network of another LEC or a CMRS carrier (such other LEC or CMRS carrier hereinafter an "Other Originating Carrier") and is transported through the Tandem of the Transiting Party to the other Party. Switched Exchange Access Service traffic is not Third Party Transit Traffic.
- 10.1.4 Local Traffic for wireline-to-wireline traffic is any call that originates in one Party's Rate Center listed in Schedule 1 and terminates in the other Party's corresponding Rate Center listed in Schedule 1. Local Traffic for wireless-to-wireless traffic, wireline-to-wireless traffic and wireless-to-wireline traffic is any call that originates and terminates within the same Major Trading Area, as defined in 47 C.F.R. § 24.202(a).
- 10.2 Tandem Transit Traffic Service
- 10.2.1 The Originating Party shall pay the Transiting Party for Tandem Transit Traffic Service at the applicable rates specified in Appendix A of the Pricing Attachment. Except as otherwise agreed in writing, the Parties shall incorporate the billing for Tandem Transit Traffic Service into the existing settlements process between the Parties or other billing process available to either Party.
- 10.2.2 If the Transiting Party lacks the capability, on an automated basis, to identify traffic delivered by the Originating Party as Tandem Transit Traffic, the Originating Party shall supply Traffic Factor 3 for use in billing for Tandem Transit Traffic Service. Traffic Factor 3 shall be supplied in writing by the Originating Party within thirty (30) days after the Amendment Effective Date. The Originating Party may update Traffic Factor 3 in writing quarterly and shall update Traffic Factor 3 in writing upon sixty (60) days' request of the Transiting Party, but no more frequently than quarterly. If the Originating Party fails to provide Traffic Factor 3 within such 60-day period, the Transiting Party shall continue to use the Traffic Factor 3 previously in effect until the Originating Party supplies the updated Traffic Factor 3 and the updated Traffic Factor 3 shall be used prospectively in billing for Tandem Transit Traffic Service as of the date it is provided.
- 10.2.3 Upon written notice, the Originating Party may dispute the Transiting Party's bills for Tandem Transit Traffic Service and the Transiting Party may dispute the Originating Party's Traffic Factor 3. If the Parties are unable to successfully negotiate a resolution to the dispute within ninety (90) days of written notice of such dispute, the disputing Party shall initiate proceedings to resolve the dispute before the appropriate governmental agency or court of competent jurisdiction. Once the dispute is resolved, the Transiting Party shall issue bills for Tandem Transit Traffic Service, and the Transiting Party shall utilize the resulting Traffic Factor 3 in billing for Tandem Transit Traffic Service, in accordance with the resolution of the dispute on a going-forward basis. The Parties shall negotiate a true up of any inaccurate bills for Tandem Transit Traffic Service or of any bills calculated using an inaccurate Traffic Factor 3 based on the resolution of the dispute for the retroactive period beginning with the date of the dispute notice and continuing until the Transiting Party implements the resolution of the dispute in billing for Tandem Transit Traffic Service on a going-forward basis.

- 10.2.4 The Originating Party shall deliver Tandem Transit Traffic to the Transiting Party's Tandem with CCS and the appropriate Transactional Capabilities Application Part ("TCAP") message to facilitate full interoperability of CLASS Features and billing functions.
 - 10.2.5 The Originating Party shall route Tandem Transit Traffic over the Interconnection Trunks described in Sections 2 through 6 of this Attachment.
 - 10.2.6 The Transiting Party shall not be liable for compensation to any Other Terminating Carrier for any traffic that is transported through the Transiting Party's Tandem and the Transiting Party reserves the right to assess to the Originating Party, and the Originating Party shall promptly pay to the Transiting Party, any charges or costs any Other Terminating Carrier imposes or levies on the Transiting Party for the delivery or termination of such traffic, including any Switched Exchange Access Service charges. If the Transiting Party is billed by any Other Terminating Carrier for any traffic originated by the Originating Party, the Transiting Party may provide notice to the Originating Party of such billing. Upon receipt of such notice, the Originating Party shall contact such Other Terminating Carrier to request that the Other Terminating Carrier remove such billed charges from its bill to the Transiting Party and that the Other Terminating Carrier not bill the Transiting Party for any traffic originated by the Originating Party.
 - 10.2.7 If the Transiting Party's Tandem reaches a utilization level of eighty percent (80%) (the "Threshold Level") or higher, the Originating Party shall, upon written request, establish direct interconnection with Other Terminating Carriers with whom such other Party exchanges a minimum of a DS1's worth of Local Traffic to reduce such utilization of the Transiting Party's Tandem below the Threshold Level. If the Transiting Party believes that the other Party has not exercised commercially reasonable efforts promptly to obtain such direct interconnection, either Party may use the Dispute Resolution processes of the Amended Agreement.
- 10.3 Third Party Transit Traffic
- 10.3.1 To the extent the Transiting Party delivers Third Party Transit Traffic to the other Party, the Transiting Party shall use commercially reasonable efforts to generate and deliver to the other Party industry standard call detail records (i.e., EMI category 1101XX records) for such other Party's use in billing Other Originating Carriers for such traffic. The Transiting Party shall deliver such call detail records to the other Party in a mutually acceptable electronic file transfer protocol within ten (10) business days of recording the usage at the Transiting Party's tandem at no charge. To the extent the Transiting Party uses commercially reasonable efforts to generate and deliver the foregoing call detail records, the Transiting Party shall not be liable to the other Party for any damages, injuries or losses, including but not limited to any traffic termination charges, arising from the Transiting Party's failure to generate and deliver the foregoing call detail records for Third Party Transit Traffic terminated by the other Party.
 - 10.3.2 The Transiting Party shall route Third Party Transit Traffic over the Interconnection Trunks described in Sections 2 through 6 of this Attachment.

10.3.3 To the extent the Transiting Party receives CCS and the appropriate TCAP message from the Other Originating Carrier, the Transiting Party shall deliver Third Party Transit Traffic to the other Party with CCS and the appropriate TCAP message to facilitate full interoperability of CLASS Features and billing functions.

10.4 If either Party fails to comply with Section 10 of this Attachment, such failure shall be a material breach of a material provision of the Amended Agreement and the other Party may exercise any and all remedies under the Amended Agreement and Applicable Law for such breach.

10.5 Neither Party shall take any actions to prevent the other Party from entering into a direct and reciprocal traffic exchange arrangement with any carrier to which it originates, or from which it terminates, traffic.

11. Number Resources, Rate Center Areas and Routing Points

11.1 Nothing in the Amended Agreement shall be construed to limit or otherwise adversely affect in any manner either Party's right to employ or to request and be assigned any Central Office Codes ("NXXs") pursuant to the Central Office Code Assignment Guidelines and any relevant FCC or Commission orders, as may be amended from time to time, or to establish, by Tariff or otherwise, Rate Center Areas and Routing Points corresponding to such NXX Codes. Neither Party will interfere with the other Party's lawful Rate Center consolidation activities, switch deployment or switch decommissioning.

11.2 It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to information provided on an appropriate order document as well as the LERG in order to recognize and route traffic to the other Party's assigned NXX Codes. Except as expressly set forth in the Amended Agreement, neither Party shall impose any fees or charges whatsoever on the other Party for such activities.

11.3 Each Party will also designate a Routing Point for each assigned NXX Code. Each Party shall designate one location for each Rate Center Area in which such Party has established NXX Code(s) as the Routing Point for the NPA-NXXs associated with that Rate Center Area, and such Routing Point shall be within the same LATA as the Rate Center Area but not necessarily within the Rate Center Area itself. Unless specified otherwise, calls to subsequent NXXs of a Party will be routed in the same manner as calls to such Party's initial NXXs.

11.4 Notwithstanding anything to the contrary contained herein, nothing in the Amended Agreement is intended, and nothing in the Amended Agreement shall be construed, to in any way constrain either Party's choices regarding the size of the local calling area(s) that such Party may establish for its Customers, which local calling areas may be larger than, smaller than, or identical to the other Party's local calling areas.

12. Joint Network Implementation and Grooming Process; Forecasting

12.1 Joint Network Implementation and Grooming Process.

Upon request of either Party, the Parties shall jointly develop an implementation and grooming process (the "Joint Grooming Process" or "Joint Process") which may define and detail, inter alia:

- 12.1.1 standards to ensure that Interconnection Trunks experience a grade of service, availability and quality in accord with all appropriate relevant industry-accepted quality, reliability and availability standards.
 - 12.1.2 the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the trunk groups, including, but not limited to, standards and procedures for notification and discoveries of trunk disconnects;
 - 12.1.3 disaster recovery provision escalations;
 - 12.1.4 additional EAB location(s) in a LATA as provided in Sections 1 and 2 of this Attachment; and
 - 12.1.5 such other matters as to which the Parties may agree, including, e.g., End Office to End Office high usage trunks as good engineering practices may dictate.
- 12.2 Trunk Forecasting Requirements.
- 12.2.1 Ongoing Trunk Forecast Requirements. Since the Parties have a longstanding traffic history, on an as needed basis, but no less frequently than semi-annually, the Parties shall meet and provide to each other a good faith trunk forecast of the number of End Office and Tandem Interconnection Trunks that will be needed during the ensuing two (2) year period for the exchange of traffic between AT&T South Carolina and Verizon. In addition, upon request by either Party, the Parties shall meet to: (i) review traffic and usage data on End Office and Tandem Interconnection Trunk groups and (ii) determine whether the Parties should establish new Interconnection Trunk groups, augment existing Interconnection Trunk groups, or disconnect existing Interconnection Trunks and/or Interconnection Trunk groups.
 - 12.2.2 Use of Trunk Forecasts. Any such trunk forecasts shall be prepared in good faith, but are not otherwise binding on AT&T South Carolina or Verizon.

13. [Intentionally Left Blank]

14. Good Faith Performance

If and, to the extent that, a Party, prior to the Amendment Effective Date has not provided in the State of South Carolina a Service offered under this Attachment, such Party reserves the right to negotiate in good faith with the other Party reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such Service; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Amended Agreement's dispute resolution procedures.

PRICING ATTACHMENT TO AMENDMENT NO. 1

1. General

- 1.1 As used in this Attachment, the term "Charges" means the rates, fees, charges and prices for a Service.
- 1.2 Charges for Services shall be as stated in this Section 1 of this Attachment.
- 1.3 The Charges for a Service shall be the Charges for the Service stated in Appendix A to this Pricing Attachment.
- 1.4 The Charges stated in Section 1.A. of Appendix A to this Pricing Attachment shall be automatically superseded by any new Charge(s) when such new Charge(s) are required by any order of the FCC, approved the FCC, or otherwise allowed to go into effect by the FCC (including, but not limited to, in a Tariff that has been filed with the FCC), provided such new Charge(s) are not subject to a stay issued by any court of competent jurisdiction.
- 1.5 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.4 of this Attachment, if Charges for a Service are otherwise expressly provided for in this Amendment or the Amended Agreement, such Charges shall apply.
- 1.6 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.5 of this Attachment, the Charges for the Service shall be mutually agreed to by the Parties in writing.

2. [This Section Intentionally Left Blank]

3. [This Section Intentionally Left Blank]

4. [This Section Intentionally Left Blank]

5. Regulatory Review of Prices

Notwithstanding any other provision of the Amended Agreement, each Party reserves its respective rights to institute an appropriate proceeding with the FCC, the Commission or other governmental body of appropriate jurisdiction: (a) with regard to the Charges for its Services (including, but not limited to, a proceeding to change the Charges for its Services, whether provided for in any of its Tariffs, in Appendix A, or otherwise); and (b) with regard to the Charges of the other Party (including, but not limited to, a proceeding to obtain a reduction in such Charges and a refund of any amounts paid in excess of any Charges that are reduced).

APPENDIX A TO THE PRICING ATTACHMENT

(SOUTH CAROLINA)

V1.8

I. Rates and Charges for Transport and Termination of Traffic

A. Reciprocal Compensation Traffic Termination

Amendment Effective Date and thereafter: **\$0.0007 per minute of use.**

B. Tandem Transit Traffic Service Charge

Amendment Effective Date and thereafter: **\$0.0022320 per minute of use.**

SCHEDULE 1
LIST OF NON-OPTIONAL EXTENDED AREA SERVICE (EAS) ARRANGEMENTS COVERED BY
THE AMENDED AGREEMENT

<u>AT&T South Carolina Rate Center Areas</u>	<u>Verizon Rate Center Areas</u>
Aiken	Jackson
Allendale	Fairfax
Bamberg	Ehrhardt
Bath	Jackson
Beech Island	Jackson
Charleston	Hollywood
Clinton	Laurens
Darlington	Lamar
Denmark	Olar
Florence	Lamar
Florence	Pamlico
Foley Beach	Hollywood
Fountain Inn	Simpsonville
Greenville	Simpsonville
Greenville	Woodruff
Greer	Woodruff
Hartsville	Lamar
Isle of Palms	Hollywood
Mount Pleasant	Hollywood
New Ellenton	Jackson
Orangeburg	Bowman
Orangeburg	Elloree
Orangeburg	Santee
Spartanburg	Woodruff
Sullivans Island	Hollywood
Summerville	Hollywood
Timmonsville	Lamar